

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

THIS AGREEMENT, is made by and between Leon County, a political subdivision of the State of Florida, located at 301 South Monroe Street, Tallahassee, Florida (hereinafter referred to as the COUNTY), and Larry Campbell, as Sheriff of Leon County, Florida, a County Constitutional Officer of the State of Florida, a/k/a the Leon County Sheriff's Office, located at 2825 Municipal Way, Tallahassee, Florida (hereinafter referred to as the SHERIFF);

WHEREAS, the COUNTY desires to transfer and SHERIFF agrees to accept the job functions and equipment of the Leon County Division of Emergency Management;

NOW THEREFORE, for and in consideration of the mutual terms, covenants, and conditions herein contained to be complied with by the COUNTY and the SHERIFF, both parties hereto contract and agree as follows:

1. The COUNTY agrees to delegate and the SHERIFF agrees to accept the responsibilities and requirements of the job functions and equipment of the Leon County Division of Emergency Management. Such functions shall include, but not be limited to, emergency preparedness, the Leon County 911 Program, Emergency Medical Services coordination, Volunteer Fire Department coordination and other such related functions as agreed to by the COUNTY and the SHERIFF;
2. The COUNTY and the SHERIFF agree that the Leon County Division of Emergency Management shall operate under the direction of the SHERIFF consistent with Chapter 252, Florida Statutes and Leon County Ordinance No. 93-16, known as the Emergency Management Ordinance of Leon County;
3. The COUNTY and the SHERIFF agree that the Director of the Leon County Division of Emergency Management shall be appointed in accordance with Chapter 252, Florida Statutes;
4. The COUNTY and the SHERIFF agree that the Director of the Leon County Division of Emergency Management shall report to the SHERIFF for normal operation. However, the Director will report directly to the COUNTY in accordance with Leon County Ordinance No. 93-16, known as the Emergency Management Ordinance of Leon County, in time of an emergency or a disaster declared under Chapter 252, Florida Statutes or the Leon County Code of Laws;
5. The COUNTY and the SHERIFF agree that all employees of the Leon County Division of Emergency Management shall be employees of the SHERIFF and be subject to the SHERIFF's personnel rules and regulations therein, except that those employees who are working for the COUNTY at the time this Agreement is executed shall be allowed to continue COUNTY benefits, to be paid by the SHERIFF, and as agreed to by the employee and the SHERIFF;

6. The COUNTY and the SHERIFF agree that the SHERIFF shall assume responsibility as Fiscal Agent for all operating costs associated with the Leon County Division of Emergency Management;

7. The COUNTY and the SHERIFF agree that the SHERIFF shall be responsible for administering the Leon County 911 fee in accordance with Section 365.171, Florida Statutes;

8. The COUNTY and the SHERIFF agree that the SHERIFF shall be responsible for the submission of all grant documentation and related reimbursement expenses to the State of Florida and/or to the appropriate Federal Agencies in accordance to applicable statutes, rules and regulations;

9. The COUNTY and the SHERIFF agree that this Agreement may be terminated by either party upon sixty (60) days written notice to the other party.

10. The COUNTY and the SHERIFF agree that this Agreement shall commence on May 1, 1999, and shall run in perpetuity unless terminated in accordance with #9 above;

11. The COUNTY and the SHERIFF agree that this Agreement shall survive political elections regardless of the makeup of the COUNTY and the SHERIFF;

12. Any notices required under this Agreement shall be to the COUNTY, c/o The County Administrator, Board of County Commissioners, 301 South Monroe Street, Tallahassee, Florida, 32301, and to the SHERIFF, Larry Campbell, Leon County Sheriff's Office, 2825 Municipal Way, Tallahassee, Florida, 32304.

13. The COUNTY and the SHERIFF agree that to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the SHERIFF from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the COUNTY, its agents, or employees arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the SHERIFF for his negligence or breach of contract, or that of his agents or employees. That to the extent allowed by the Constitution and the laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the SHERIFF hereby agrees to indemnify, defend, save, and hold harmless the COUNTY from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of SHERIFF, his agents, or employees arising out of this Emergency Management Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the COUNTY for its negligence or breach of contract, or that of its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this EMERGENCY MANAGEMENT AGREEMENT to be executed, effective this _____ day of _____, 1999, at Tallahassee, Leon County, Florida.

LEON COUNTY, FLORIDA

LEON COUNTY SHERIFF'S OFFICE

BY: _____
Cliff Thael, Chairman
Board of County Commissioners
301 South Monroe Street
Tallahassee, Florida 32301

BY: _____
Larry Campbell, Sheriff
Leon County Sheriff's Office
2825 Municipal Way
Tallahassee, Florida 32304

DATE: _____

DATE: _____

ATTEST:
DAVE LANG, CLERK OF THE COURT
LEON COUNTY, FLORIDA

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____

BY: _____
Herbert W.A. Thiele, Esquire

DATE: _____